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5 IN PRO PER

RICHMOND DIVISION	
FILED	NOV 13 2009
CLERK	
U.S. BANKRUPTCY COURT	

6 IN THE UNITED STATES BANKRUPTCY COURT
7 FOR THE EASTERN DISTRICT OF VIRGINIA
8 RICHMOND DIVISION
9

10 In re the Matter of:)
11 CIRCUIT CITY STORES, INC.,) Chapter 11
12 et al.,) Case No. 08-35653 (KRH)
13 Debtors.) OBJECTION and RESPONSE
14)
15

16 STATISTICAL:

17 A. Claimant: Veronica Simmons
18 B. Claim Amount: \$3,809.39
19 C. Basis for Claim: Reimbursement for the replacement of failing Stereo equipment, remainder
20 balance of damages to personal vehicle, damage to equipment and incurred costs arising from
21 improper installation that Circuit City authorized insurance carrier agreed to return equipment for
22 full refund including all damages to vehicle and equipment which was not completed.
23

24 The purpose of this response to the Objection is to compel the court to overrule the Objection and not to
25 allow the dismissal of the claim and reclassify as a General Unsecured Claim for Veronica Simmons,
26 Original Unsecured Claim No. 7784 as this claim was filed on January 29, 2009 before the General Bar
27 Date and additionally filed as an Administrative Expense on June 30, 2009. (Exhibit 1)
28

1 DECLARATION:

2 I, Veronica Simmons made numerous attempts to resolve and remedy my grievance and
3 compliant with CIRCUIT CITY, INC., and their authorized insurance carrier, SRS-Specialty Risk Services
4 from July 2005 until November 25, 2008. On November 25, 2008, CIRCUIT CITY's Authorized
5 Insurance Carrier SRS ceased all activity to complete the transaction in process and informed us that
6 they received a court order that they could not proceed on the claim and that the court would send
7 documentation in the mail to proceed if I wanted to pursue this claim. (Exhibit 2)

8 In June 2005, we purchased and had installed an extensive car stereo CD/DVD system with two
9 sets of speakers, IPOD adapter, Amplifier and all installation materials to install said equipment. We
10 experienced electrical problems from July 2005 through October 2005 were the vehicle repeatedly had
11 to go to the dealer. (Exhibit 3)

12 In December 2005, we purchased and had installed two subwoofers, amplifier, subwoofer box
13 and all installation materials to install said equipment. Upon this installation we experienced electrical
14 problems and had to return to the store immediately to remedy the problem. (Exhibit 3)

15 In January 2006, we purchased and had installed an A/C D/C converter which resulted in
16 incomplete installation as the installer experienced electrical interference and could not resolve the
17 problem. This resulted in damages to the vehicle. (Exhibit 3)

18 Between March 2006 to September 2006, the vehicle continued to experience problems with the
19 installed system including non-working and electrical interference with the alarm which included but not
20 limited to the store replacing a subwoofer speaker and amplifier which was non-working. (Exhibit 4 & 4a)

21 In September 2006, I attempted to work with another store closer to our second home to resolve
22 problems. This resulted in returning to the original store in Riverside, California to loosen seat bolts as
23 the Valencia store did not want to take the responsibility if they were to cause damage to the vehicle if
24 their sister store tighten the bolts beyond removal. When the corporate office was contacted, they
25 referred us right back to the Riverside store to resolve our problems. (Exhibit 4)

26 In January 2007, the Valencia store was able to identify part of the system was overheating due
27 to the Riverside store installation of the amplifiers in an area not well ventilated. When the corporate
28 office was contacted, they referred us right back to the Riverside store to resolve our problems.

1 In February 2007, returned to the Valencia store as continual problems with the system not
2 working properly. Upon this visit, that store discovered further that the amplifier for the subwoofers was
3 underrated (mismatched), therefore causing the shutdown of that system. This incurred the purchase of
4 a larger more expensive amplifier in the amount of \$235.33. It was then the store agreed to remove all
5 products as defects as they could not guarantee the workmanship of the Riverside store, replace all
6 items with equal equipment except for the underrated amplifier under the original warranties purchased.
7 However, in order to cover the replacement products, the Valencia store required purchase of new
8 warranties. (Exhibit 5)

9 In April 2007, I met with Heath, the Riverside Store Director, who was provided complete
10 documentation and a written outline of our complaint in which he committed to make every effort to
11 resolve the problems and costs incurred. (Exhibit 6)

12 On August 24, 2007, I filed a formal written complaint with CIRCUIT CITY, INC., in regards to
13 stereo equipment purchased and installed over three separate occasions, June 2005, December 2005
14 and January 2006 that resulted in repeat visits for improper installation, damages to the vehicle along
15 with incurred costs and repurchase warranties to re-cover the products. Our original complaint outlined
16 the events extensively and our request for incurred costs and damages over the period from June 2005
17 to August 24, 2007. (Exhibit 7)

18 In November 2007, the Regional Manager, Mr. Erickson attempted to resolve the continual
19 electrical and installation problems that continued to arise as well finally forward our claim through the
20 appropriate channels of their liability insurance carrier. This resulted in more visits to the store to work
21 on the vehicle. (Exhibit 8 & 8a)

22 In March 2008, we were contacted by CIRCUIT CITY, INC., insurance carrier, SRS-Specialty
23 Risk Services as a response to our claim of damages and incurred costs. Over the next ten months, we
24 continued to work with CIRCUIT CITY to address the ongoing electrical and installation problems we
25 were still experiencing and settle our claim with the insurance carrier. This resulted in more visits to the
26 store to work on the vehicle. (Exhibit 8 & 8a,b,c)

27 On November 17, 2008 our claim was partially settled and in the last stages to finalize the last
28 portion of the settlement. We were to be reimbursed the purchase price of all equipment in the amount

1 of \$3,004.57 once the store uninstalled the items. Still pending negotiations was full reimbursement for
2 the carpet as it was damaged in 2005 in which the vehicle was purchased in September 2004.
3 Therefore, no depreciation of \$162.89 should have been deducted from the cost to replace the carpet.
4 Additionally, in our original complaint, we requested \$500.00 as reimbursement for our loss of usage of
5 the vehicle, time off work and any future costs to remedy the electrical wiring. Along with the cost
6 difference incurred to have the Valencia store match an amplifier to the subwoofer system, in the amount
7 of \$235.33. A total of \$3,902.79. (Exhibit 8a,b,c)

8 On November 25, 2008, CIRCUIT CITY's Authorized Insurance Carrier SRS ceased all activity to
9 complete the transaction in process and informed us that they received a court order that they could not
10 proceed on the claim and that the court would send documentation in the mail to proceed if I wanted to
11 pursue this claim. (Exhibit 2)

12 On January 29, 2009, I filed a B 10 form as a General Unsecured Claim against the Debtor which
13 was received by Kurtzman Carson Consultants and recorded as claim no. 7784. (Exhibit 1)

14 On June 30, 2009, I hand delivered an Administrative Expense Request with Kurtzman Carson
15 Consultants and recorded as claim no. 14098. (Exhibit 1)

16

17 REQUEST FOR OBJECTION TO BE DENIED

18 The claimant respectfully requests the court to overrule the Objection not allowing the dismissal of the
19 claim and reclassify as a General Unsecured Claim for Veronica Simmons, Original Unsecured Claim
20 No. 7784 as this claim was filed on January 29, 2009 before the General Bar Date and additionally filed
21 as an Administrative Expense on June 30, 2009. (Exhibit 1) For ease of reference, Exhibit A is
22 organized listing of the descriptions of Exhibits 1 through 8a.

23

24 I declare under penalty of perjury under the laws of the State of California, that the foregoing is true and
25 correct.

26

27 DATE: November 12, 2009



VERONICA SIMMONS, Claimant

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